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THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT

Between The

DELANCO TEACHERS' ASSOCIATION

And The

BOARD OF EDUCATION OF DELANCO

THE COUNTY OF

BURLINGTON, NEW JERSEY

PREAMBLE

1            WHEREAS, the Board of Education of the Township of  
2    Delanco and the Delanco Teachers' Association recognize and  
3    declare that providing a quality education for the children  
4    of the Delanco School District is their mutual aim, and  
5

6            WHEREAS, both parties recognize that the achieve-  
7    ment of this aim rests upon mutual trust and cooperation,  
8

9            THEREFORE, the following covenants are hereby  
10   agreed as follows:

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### Preamble

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## ARTICLE I

RECOGNITION

1 A. The Delanco Board of Education hereby recognizes  
2 the Delanco Teachers' Association as the majority representative  
3 for collective negotiations concerning the terms and conditions  
4 of employment for personnel under contract and on leave,  
5 employed by the Board, including:

6 1. Unit A - Certified personnel

7 a. Classroom teachers  
8 b. Nurse

9 12 2. Unit B - Non-professional personnel

10 14 a. Janitors, as described under present Board  
11 15 personnel policies.

12 17 but excluding:

13 19 1. The superintendent  
20 21 2. The administrative assistant  
21 22 3. The board secretary  
22 23 4. The superintendent's secretary  
23 24 5. The maintenance supervisor  
24 25 6. Any temporary or substitute employees

26 B. Unless otherwise indicated, the term "teachers",  
27 when used in this agreement, shall refer to all certified  
28 employees represented by the Association in the negotiating  
29 unit as above defined, and references to male teachers shall  
30 include female teachers.

31 C. In Articles I, II, III, XII, XIV and XVII and XIX  
32 the term "teachers" shall refer also to the non-professional  
33 personnel in Unit B as defined above.

## ARTICLE II

NEGOTIATION PROCEDURE

1 A. The parties agree to enter into collective negotiations  
2 in accordance with Chapter 303, Public Laws of 1968 in a good  
3 faith effort to reach agreement on matters concerning the terms  
4 and conditions of teacher's employment. Such negotiations shall  
5 begin not later than September 8 of the calendar year preceding  
6 the calendar year in which this agreement expires.

7  
8 When an agreement is reached on the terms and conditions  
9 of employment it shall be embodied in writing and signed by the  
10 authorized representatives of the Board of Education and the  
11 majority representative.

12 B. During negotiations, the Board and the Association  
13 shall present relevant data, exchange points of view and make  
14 proposals and counter proposals. It is agreed that once a  
15 proposal is made by either party that no new additional items  
16 will be made the subject of negotiations unless they are agreed  
17 to by both parties.

18  
19 C. Neither party in any negotiations shall have any control  
20 over the selection of the negotiating representatives of the other  
21 party except that the following conditions shall be adhered to by  
22 both parties:

23  
24 1. The negotiating representatives of the Association  
25 shall be tenure teachers under the employ of the  
26 Delanco Board of Education.

27  
28 2. The negotiating representatives of the Board shall  
29 be duly elected members of the Board appointed by  
30 the President of the Board.

31  
32 D. Both parties mutually pledge that their representatives  
33 shall be fully clothed with all necessary power and authority to  
34 make proposals, consider proposals and make counter proposals in  
35 the course of negotiations. It is understood that final ratifi-  
36 cation of all items contained within the tentatively agreed upon  
37 contract must be ratified by a majority of the teachers repre-  
38 sented by the negotiators of the Association and by a majority of  
39 the whole Board of Education while in session at a legally con-  
40 stituted meeting.

Article II  
Negotiation Procedure

1 E. It is agreed that each party shall submit to the  
2 other, at least three (3) days prior to a meeting, an agenda  
3 covering all matters they wish to discuss. It is further  
4 agreed that neither party will add any member to their  
5 negotiating team or bring to the meetings any consultant  
6 without giving the other party one (1) weeks prior notice.  
7 This notice shall include the name, position, and reason for  
8 the addition of the new member or consultant.  
9

10 1. A schedule of meetings shall be established  
11 at the first meeting of each year the contract  
12 is in force. The meetings shall take place at a  
13 time when representatives of the Association are  
14 free of instructional responsibilities unless  
15 otherwise mutually agreed by both parties.  
16

17 F. The Board of Education agrees not to negotiate  
18 concerning members of the negotiating unit as defined in  
19 Article I of this agreement, with any organization other  
20 than the Association for the duration of this agreement.  
21

22 G. Except as this agreement shall hereinafter otherwise  
23 provide all terms and conditions of employment applicable on  
24 the effective date of this agreement to employees covered by  
25 this agreement as established by the rules, regulations, job  
26 descriptions, and/or policy of the Board of Education and the  
27 administration, in force on said date, shall continue to be so  
28 applicable during the term of this agreement. Unless other-  
29 wise provided in this agreement nothing contained herein shall  
30 be interpreted and/or applied so as to eliminate, reduce nor  
31 otherwise detract from any teachers' benefit existing prior to  
32 its effective date.

## ARTICLE III

GRIEVANCE PROCEDURE

## 1 A. Definitions

2  
3 The term "grievance" means a complaint by any  
4 teacher or employee that, as to him, there has been an  
5 inequitable, improper, or unjust application, interpre-  
6 tation, or violation of a policy, agreement, or adminis-  
7 trative decision affecting said teacher or employee.

8  
9 The term "grievance" and the procedure relative  
10 thereto, shall not be deemed applicable in the following  
11 instances:

12  
13 (1) The failure or refusal of the Board to renew  
14 a contract of a non-tenure teacher or employee;

15  
16 (2) In matters where a method is prescribed by law  
17 or by a rule or regulation of the Commissioner of Education  
18 or the State Board of Education so that the Delanco Board is  
19 without authority to act.

20  
21 (3) Except as otherwise specified in this Agreement,  
22 the Association recognizes that the Board has responsibility  
23 and authority to manage and direct, in behalf of the public,  
24 all of the operations and activities of the school district  
25 to the full extent authorized by statute and those implied  
26 powers not covered by state law. In cases of disagreement  
27 where recourse to the law, State Board or Commissioner of  
28 Education's directives or decisions prescribe a means of  
29 appeal, then those procedures shall be followed. In cases  
30 of disagreement where recourse is not established by the  
31 law, State Board or Commissioner's directives or decisions,  
32 then the appeal shall be through the grievance procedure.

33  
34 The term "teacher" or "employee" where applicable  
35 shall mean any regularly employed individual receiving com-  
36 pensation from the Board but shall not include the superin-  
37 tendent, the administrative assistant, the board secretary,  
38 the superintendent's secretary, the maintenance supervisor,  
39 any temporary or substitute employees.

40  
41 The term "representative" shall include any organ-  
42 ization, agency or person authorized or designated by any  
43 teacher or employee or any group of teachers or employees,  
44 or by a public employees' association, or by the Board to act  
45 on its or their behalf and to represent it or them.

Article III  
Grievance Procedure

1                   The term "immediate" superior shall mean the person  
2                   to whom the aggrieved teacher or employee is directly respons-  
3                   ible under the Table of Organization prevailing in the School  
4                   District.

5  
6                   The term "party" means an aggrieved teacher or employee,  
7                   his immediate superior, the school principal or any staff member  
8                   below the superintendent, not including the administrative  
9                   assistant, the board secretary, the superintendent's secretary,  
10                  the maintenance supervisor, any temporary or substitute  
11                  employees, who may be affected by the determination of the  
12                  superintendent in connection with the procedure herein estab-  
13                  lished.

14  
15                  B. Procedure

16  
17                  1. An aggrieved teacher or employee shall institute  
18                  action under the provisions hereof within thirty (30) calendar  
19                  days of the occurrence complained of, or within thirty (30)  
20                  calendar days after he would reasonably be expected to know  
21                  of its occurrence. Failure to act within said thirty (30)  
22                  day period, shall be deemed to constitute an abandonment of  
23                  the grievance.

24  
25                  2. A teacher or employee processing a grievance shall  
26                  be assured freedom from restraint, interference, coercion, dis-  
27                  crimination, or reprisal.

28  
29                  3. In the presentation of a grievance, the teacher or  
30                  employee shall have the right to present his own appeal or to  
31                  designate a representative to appear with him at any step in  
32                  his appeal. A minority organization shall not have the right  
33                  to present or process a grievance.

34  
35                  4. Whenever the teacher or employee appears with a  
36                  representative, the Board shall have the right to designate a  
37                  representative to participate at any stage of the grievance  
38                  procedure.

39  
40                  5. Level 1 - A teacher or employee shall first discuss  
41                  his grievance orally with his immediate superior. A decision  
42                  shall be rendered within five (5) days of said hearing.

Article III  
Grievance Procedure

1                 6. Level 2 - If the grievance is not resolved to the  
2 teacher's or employee's satisfaction, within five (5) days from  
3 the determination referred to in paragraph 5 above, the teacher  
4 or employee shall submit his grievance to the superintendent of  
5 schools in writing, specifying:

6                 (a) The nature of the grievance;  
7                 (b) The results of the previous discussion;  
8                 (c) The basis of his dissatisfaction with the  
9                 determination.

10                 14         7. A copy of the writing called for in paragraph 6  
11                 15         shall be furnished to the school principal and to the immediate  
12                 16         superior of the aggrieved teacher or employee.

13                 17         8. Within ten (10) days from the receipt of the written  
14                 18         grievance (unless a different period is mutually agreed upon),  
15                 19         the superintendent shall hold a hearing at which all parties in  
16                 20         interest shall have the right to be heard.

21                 23         9. Within ten (10) days of said hearing (unless a  
22                 24         different period is mutually agreed upon), the superintendent shall  
23                 25         in writing, advise the teacher or employee and his representative,  
24                 26         if there be one, of his determination and shall forward a copy of  
25                 27         said determination to the school principal and to the immediate  
26                 28         superior of the aggrieved employee.

27                 30         10. Level 3 - In the event of the failure of the super-  
28                 31         intendent to act in accordance with the provisions of paragraphs  
29                 32         8 and 9, or, in the event a determination by him in accordance  
30                 33         with the provisions thereof is deemed unsatisfactory by either  
31                 34         party, within ten (10) days of the failure of the superintendent  
32                 35         to act or within ten (10) days of the determination by him, may  
33                 36         appeal to the Board of Education.

34                 38         11. Where an appeal is taken to the Board, there shall  
35                 39         be submitted by the appellant:

36                 41         (a) The writing set forth in paragraphs 6 and 9,  
37                 42         and a further statement in writing setting  
38                 43         forth the appellant's dissatisfaction with  
39                 44         the superintendent's action. A copy of said  
40                 45         statement shall be furnished to the superin-  
41                 46         tendent and to the adverse party.

Article III  
Grievance Procedure

1                   12. If the appellant, in his appeal to the Board, does  
2 not request a hearing, the Board may consider the appeal on the  
3 written record submitted to it, or the Board may, on its own,  
4 conduct a hearing or it may request the submission of additional  
5 written materials. Where additional written materials are  
6 requested by the Board, copies thereof shall be served upon the  
7 adverse parties who shall have the right to reply thereto. Where  
8 the appellant requests in writing a hearing before the Board,  
9 a hearing shall be held.

10                   13. The Board shall make a determination within thirty  
11 (30) days from the receipt of the grievance and shall, in writing,  
12 notify the teacher or employee, his representative, if there be  
13 one, the principal, and the superintendent of its determination.  
14 This time period may be extended by mutual agreement of the parties  
15

16                   14. Level 4 - In the event a teacher or employee is  
17 dissatisfied with the determination of the Board, he shall have  
18 the right to request advisory arbitration pursuant to rules and  
19 regulations established by the Public Employment Relations  
20 Commission under the provisions of Chapter 303, Laws of 1968.  
21

22                   A request for advisory arbitration shall be made  
23 no later than fifteen (15) days following the determination of  
24 the Board. Failure to file within said time period shall con-  
25 stitute a bar to such arbitration unless the aggrieved employee  
26 and the Board shall mutually agree upon a longer time period  
27 within which to assert such a demand.  
28

29                   In the event of arbitration, the costs of the  
30 arbitrator's services shall be shared by the parties and each  
31 of the parties shall bear his own costs.  
32

33                   15. Miscellaneous Provisions - In the event a  
34 grievance should be filed by a principal or by any employee who  
35 is not subject to the jurisdiction of any principal or who may  
36 be answerable to more than one principal, he shall discuss his  
37 grievance initially with the superintendent and, if dissatisfied  
38 with the determination, may appeal to the Board in accordance  
39 with the provisions herein set forth.  
40

Article III  
Grievance Procedure

1           16. In any case, where a grievance is based upon the  
2        direct order, ruling or determination of the superintendent, the  
3        aggrieved teacher or employee may appeal directly to the Board  
4        within ten (10) days of the issuance of said order, ruling or  
5        directive or within ten (10) days of the time when same have been  
6        brought to the employee's attention, by filing with the secretary  
7        of the Board, a writing setting forth:

8

9           (a) The order, ruling or determination complained  
10        of;

11

12           (b) The basis of the complaint;

13

14           (c) A request for a hearing, if a hearing is desired.

15

16           A copy of the writings set forth above shall be  
17        served upon the superintendent who shall have the right to reply  
18        in writing thereto. A copy of such reply shall be served upon  
19        the aggrieved employee.

20

21           17. Upon receipt of a grievance filed under the pro-  
22        visions of paragraph 16, the procedure shall be as set forth in  
23        paragraphs 12 and 13.

24

25           18. All employees shall be entitled to resort to  
26        the full procedure hereinabove set forth.

27

28           19. A representative of an aggrieved person whose  
29        attendance is necessary at a hearing during the working day  
30        shall suffer no loss of pay.

## ARTICLE IV

TEACHER RIGHTS

1 A. Pursuant to Chapter 303, Public Laws of 1968, the  
2 Board hereby agrees that its employees "shall have and shall  
3 be protected in the exercise of, the right, freely and without  
4 fear of penalty or reprisal, to form, join and assist any  
5 employee organization or to refrain from any such activity".  
6

7 B. Nothing contained herein shall be construed as to  
8 deny or restrict any teacher such rights as he may have under  
9 New Jersey School Laws or other applicable laws or regulations.

## ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

1 A. The Board agrees to permit inspection of its records  
2 by the Association representatives as is required by Public  
3 Law Chapter 47:1A-1 and Executive Order No. 9, 1963.

5 B. The Association and its representatives shall have  
6 the right to use school buildings as long as it remains the  
7 majority representative and complies with the Board policy  
8 for the use of school buildings.

10 C. The Association may provide in each building a  
11 bulletin board in each faculty lounge for its exclusive use  
12 provided the following conditions are observed:

- 14 1. The size of the bulletin board shall not exceed  
15 an area greater than 3 feet square.
- 17 2. It shall be maintained in a manner that reflects  
18 credit upon the Association.
- 20 3. The articles displayed shall maintain a high  
21 ethical standard free of derogatory or inflammatory  
22 sentiments.

24 D. The rights and privileges of the Association and its  
25 representatives, as set forth in this agreement, shall be granted  
26 to the Association for as long as it remains the majority  
27 bargaining agent and to no other organization except that this  
28 agreement will not supersede Board policy on the use of school  
29 buildings.

31 E. The Association shall have the right to use the  
32 inter-school mail facilities and school mail boxes as it deems  
33 necessary and with the approval of building principals or  
34 other members of the administration.

## ARTICLE VI

SCHOOL CALENDAR

1 A. The school calendar, its determination and enforcement,  
2 is governed by the Board of Education under Public Law  
3 Chapter 18:36-2 which states: "The Board of Education shall  
4 determine annually the dates, between which the schools of  
5 the district shall be open, in accordance with the law."

6  
7 B. In the making of the school calendar, the Superintendent  
8 shall meet with the Association representatives to receive  
9 their recommendations before the calendar is presented to the  
10 Board for their approval.

## ARTICLE VII

PUPIL SCHEDULING

1 A. In establishing the daily schedules for pupils, the  
2 Superintendent shall meet with the Association representatives  
3 to receive their recommendations. After receiving their advice,  
4 he shall prepare a schedule which, in his opinion, best meets  
5 the needs of the pupils and shall present it to the Board of  
6 Education for approval.  
7

8 B. Teachers must be in their classrooms ten (10)  
9 minutes before the children are scheduled to enter the building  
10 in the morning and may leave in the afternoon not earlier than  
11 thirty (30) minutes after their last class is dismissed.  
12 Exceptions to the above may be approved by the Superintendent  
13 or his assistant.

## ARTICLE VIII

TEACHER ASSIGNMENTS

1 A. The Superintendent shall give the teachers written  
2 notice of their class and/or subject assignments, building  
3 assignments and room assignments for the forthcoming year not  
4 later than two (2) days prior to the closing of school except  
5 if an emergency arises during the summer and adjustments in  
6 scheduling are necessary. In this event, notice will be given  
7 the teachers effected at the earliest possible date prior to  
8 the opening of school in September. If possible, such notice  
9 shall be included in the August 1 letter concerning the opening  
10 of school.

11

12 B. In order to assure that pupils are taught by teachers  
13 working within their areas of competence, teachers shall not be  
14 assigned classes outside the scope of their certificate and the  
15 rules and regulations promulgated by the New Jersey Department  
16 of Education, Division of Certification.

## ARTICLE IX

TRANSFERS AND REASSIGNMENTS

- 1 A. No later than April 1 of each school year, the  
2 Superintendent shall make available to the Association, and  
3 post in all school buildings, a list of the known vacancies  
4 which are anticipated for the following school year.  
5
- 6 B. Notice of an involuntary transfer or reassignment  
7 shall be given to teachers as soon as practicable.  
8
- 9 C. When an involuntary transfer or reassignment is  
10 necessary, a teacher's competence and other relevant factors  
11 as determined by the administration including, among other  
12 things; state laws, rules, regulations, and administrative  
13 directives, shall be considered in determining which teacher  
14 is to be transferred or reassigned.  
15
- 16 D. An involuntary transfer or reassignment shall be  
17 made only after a meeting between the teacher involved and  
18 the Superintendent, at which time the teacher shall be notified  
19 of the reason therefor.

## ARTICLE X

SUMMER SCHOOL - HOME TEACHING - FEDERAL PROGRAMS

1 A. All openings for positions in the summer school,  
2 home teaching, federal projects, and other programs  
3 (including non-teaching positions for which teachers may  
4 be qualified and eligible) shall be adequately publicized  
5 by the Superintendent as soon as possible after their availi-  
6 bility is determined.

7  
8 Home teaching openings shall be posted as they occur.  
9

10 B. Teachers employed in the Delanco School District  
11 shall have priority to teaching assignments before appoint-  
12 ment to applicants from outside the district.

## ARTICLE XI

TEACHER EVALUATION

- 1    A.        The superintendent, principal, and their repre-  
2        sentatives shall have the responsibility for evaluation.  
3
- 4    B.        Any written evaluation that is made part of the  
5        teacher's personal record shall be discussed with the teacher  
6        upon his request and a written copy shall be given to him.  
7
- 8    C.        A teacher's personal file can be reviewed by the  
9        teacher in the presence of the superintendent on not more than  
10      two occasions each year.

## ARTICLE XII

SICK LEAVE AND TEMPORARY LEAVES OF ABSENCE

## 1 A. Sick Leave

2  
3 1. As of September 1, 1969, all teachers employed  
4 shall be entitled to ten (10) sick leave days each school  
5 year as of the first official day of said school year  
6 whether or not they report for duty on that day. Unused  
7 sick leave days shall be accumulated from year to year  
8 with no maximum limit.

9  
10 a. The above is a summary of the benefits pertaining to  
11 sick leave as stated in Title 18A:30-1, 18A:30-2 and  
12 18A:30-3.

## 13 B. Temporary Leaves of Absence

14 1. Death of a member of the immediate family - limited to  
15 three (3) days with pay per funeral

16 a. Immediate family defined

17 (1) Husband, wife, parents, brothers, sisters,  
18 grandparents, staff members' own children.

19 (2) A relative who has lived in the home of the staff  
20 member for some time prior to his demise or who  
21 was instrumental in the rearing of the staff  
22 member such as a step-parent, foster parent or  
23 legal guardian.

24 2. Personal Business - limited to one (1) day

25 a. The nature of personal business need not be stated.

26 b. The request for a personal business day must be  
27 submitted to the superintendent for approval two (2)  
28 days prior to the day that is requested.

29 c. Personal business days will not be granted on days  
30 immediately preceding or immediately following  
31 scheduled holidays. Personal business days also will  
32 not be granted at a time when the teacher's absence  
33 may seriously hinder the operation of the school.  
34 Examples of such times might be: opening or closing  
35 day of school, report card day, evaluative testing  
36 days, etc.

## Article XII

## Sick Leave and Temporary Leaves of Absence

- 1       3. Emergency Business Absences - limited to two (2) days
- 2
- 3       a. Income tax investigations requiring the staff member's
- 4        appearance at the Internal Revenue Office.
- 5
- 6       b. Estate settlement when the staff member is executor or
- 7        must appear to attend to legal business that cannot be
- 8        arranged at any time other than the working day.
- 9
- 10      c. Pension emergency when the staff member must appear at
- 11       the Division of Pensions during the working day.
- 12
- 13      d. Real estate settlements or legal business that must
- 14       be taken care of during business hours.
- 15
- 16      e. Household emergencies that require the presence of the
- 17       staff member until repairs can be effected, for example:
- 18       plumbing or heating failures, fire, theft, etc. This
- 19       would not include problems that could be taken care of
- 20       outside the school day such as moving, painting, etc.
- 21
- 22      f. Emergency illness of a member of the immediate family,
- 23       until arrangements can be made for their care.
- 24
- 25      g. Religious holidays
- 26
- 27      h. Marriage of a staff member
- 28
- 29      i. Court appearance as a subpoenaed witness
- 30
- 31      4. Personal Business - Pay deduction situation
- 32
- 33      a. Jury duty - The Board will pay the difference between
- 34       the pay of a jury man and the teacher's regular salary.
- 35
- 36       (l) The superintendent shall be notified immediately
- 37       upon receipt of notice for the teacher to appear.
- 38
- 39      b. Funeral of a friend or relative not covered by B-1.
- 40       Substitute's pay will be deducted. Not to exceed two
- 41       (2) days per year.
- 42
- 43      C. Representative Leave
- 44       1. Upon the death of a member of the staff or a retired member
- 45       of the staff of the Delanco Township Schools, one representa-
- 46       tive may be selected by the Teachers' Association to attend
- 47       the funeral. This representative will be excused for the time
- 48       of the funeral with no loss of pay or personal leave day.

## Article XII

## Sick Leave and Temporary Leaves of Absence

## 1 D. Limitations

2

3       1. This sick leave policy shall supersede all previous sick  
4            leave or temporary or extended leave of absence policies of  
5            the Board.

## ARTICLE XIII

SUBSTITUTES

1    A.        Beginning with the 1969-70 school year, the Board  
2    agrees at all times to maintain a list of substitute teachers.  
3    Once a teacher has reported unavailability, it shall be the  
4    responsibility of the administration to arrange for the  
5    instruction of the students.  
6

7    B.        It is the responsibility of the teacher to report  
8    his intended absence not later than 10 P.M. of the night  
9    before or before 7:15 A.M. of the day he is absent. The  
10   Superintendent will review each failure to give adequate  
11   notice of such absence with the party concerned and take  
12   action accordingly.

## ARTICLE XIV

PROTECTION OF TEACHERS, STUDENTS AND PROPERTY

1 A.                   Corporal punishment of pupils - No person employed  
2 or engaged in a school or educational institution, whether  
3 public or private, shall inflict corporal punishment upon a  
4 pupil attending such school or institution; but any such  
5 person may, within the scope of his employment, use and apply  
6 such amounts of force as is reasonable and necessary:

7

8                       (1) to quell a disturbance, threatening physical  
9                       injury to others;

10

11                      (2) to obtain possession of weapons or other dangerous  
12                      objects upon the person or within the control of a  
13                      pupil;

14

15                      (3) for the purpose of self-defense; and

16

17                      (4) for the protection of persons or property;  
18                      and such acts, or any of them, shall not be construed to con-  
19                      stitute corporal punishment within the meaning and intendment  
20                      of this section. Every resolution, bylaw, rule, ordinance or  
21                      other act or authority permitting or authorizing corporal  
22                      punishment to be inflicted upon a pupil attending a school or  
23                      educational institution shall be void. 18A:6-1

24

25 B.                 Indemnity of officers and employees against civil  
26                      actions - Whenever any civil action has been or shall be  
27                      brought against any person holding any office, position, or  
28                      employment under the jurisdiction of any board of education,  
29                      including any student teacher, for any act or omission arising  
30                      out of and in the course of the performance of the duties as  
31                      such office, position, employment or student teaching, the board  
32                      shall defray all costs of defending such action, including  
33                      reasonable counsel fees and expenses, together with costs of  
34                      appeal, if any, and shall save harmless and protect such persons  
35                      from any financial loss resulting therefrom; and said board may  
36                      arrange for and maintain appropriate insurance to cover all such  
37                      damages, losses and expenses. 18A:16-6

38

39 C.                 Indemnity of officers and employees in certain criminal  
40                      actions - Should any criminal action be instituted against any  
41                      such person for any such act or omission and should such  
42                      proceeding be dismissal or result in a final disposition in favor  
43                      of such person, the board of education shall reimburse him for  
44                      the costs of defending such proceeding, including reasonable  
45                      counsel fees and expenses of the original hearing or trial and  
46                      all appeals. 18A:16-6.1

## Article XIV

## Protection of Teachers, Students and Property

1 D. Payments of sick leave for service connected disa-  
2 bility - Whenever any employee, entitled to sick leave under  
3 this chapter, is absent from his post of duty as a result of  
4 a personal injury caused by an accident arising out of and  
5 in the course of his employment, his employer shall pay to  
6 such employee the full salary or wages for the period of such  
7 absence for up to one calendar year without having such absence  
8 charged to the annual sick leave or the accumulated sick leave  
9 provided in sections 18A:30-2 and 18A:30-3. Salary or wage  
10 payments provided in this section shall be made for absence  
11 during the waiting period and during the period the employee  
12 received or was eligible to receive a temporary disability  
13 benefit under Chapter 15 of Title 34, Labor and Workman's  
14 Compensation, of the Revised Statutes. Any amount of salary  
15 or wages paid or payable to the employee pursuant to this section  
16 shall be reduced by the amount of any workman's compensation  
17 award made for temporary disability. 18A:30-2.1  
18.

19 E. Teachers shall report in writing to the superintendent  
20 within 24 hours cases of assault suffered by them in connection  
21 with their employment.

## ARTICLE XV

INSURANCE PROTECTION

1 A. As of the beginning of the 1969-70 school year,  
2 the Board shall provide Blue Cross and Blue Shield (with  
3 Rider J) for each teacher, single coverage.

## ARTICLE XVI

PERSONAL FREEDOM

1 A. The personal life of a teacher is not an appropriate  
2 concern or attention of the Board except as it may directly  
3 prevent the teacher from performing properly his assigned  
4 functions during the workday.  
5

6 B. Teachers shall be entitled to full rights of citizenship,  
7 and no religious or political activities of any teacher  
8 or the lack thereof shall be grounds for any discipline or  
9 discrimination with respect to the professional employment of  
10 such teacher, providing said activities do not violate any  
11 local, state or federal law.

## ARTICLE XVII

SALARIES

1 A. The salaries for the personnel in Unit A of this  
2 Agreement are set forth in Schedule "A" which is attached  
3 hereto and made a part hereof.

4  
5 The salaries for the personnel in Unit A, sub-section B  
6 of this Agreement, are set forth in Schedule "B" which is attached  
7 hereto and made a part hereof.

8  
9 B. The salaries for the personnel in Unit B of this Agree-  
10 ment are set forth in Schedule "C" which is attached hereto and  
11 made a part hereof.

12  
13 C. Teachers may individually select to have ten (10%)  
14 percent of their monthly salary deducted from their pay.  
15 These funds shall be paid to the teacher on the final pay day  
16 in June or according to a schedule of payment throughout the  
17 summer as requested by the teacher.

## SCHEDULE A

SALARY GUIDE FOR 1969-70 SCHOOL YEAR

<u>Years of Employment</u>	<u>Non-degree</u>	<u>Bachelor's degree or 128 credits</u>	<u>Bachelor's degree plus 30 grad. cr.</u>	<u>Master's degree</u>	<u>Master's degree plus 30 grad. credits</u>
1	\$5900	\$6500	\$6800	\$7100	\$7700
2	6200	6800	7100	7400	8000
3	6500	7100	7400	7700	8300
4	6800	7400	7700	8000	8600
5	7100	7700	8000	8300	8900
6	7400	8000	8300	8600	9200
7	7700	8300	8600	8900	9500
8	8000	8600	8900	9200	9800
9	8300	8900	9200	9500	10,100
10	8600	9200	9500	9800	10,400
11	8900	9500	9800	10,100	10,700
12	9200	9800	10,100	10,400	11,000

1. The special service increment of \$200 for 20 years teaching experience will be deleted except for those persons who were receiving it prior to this inclusion enacted in December 1964.
2. Salaries of part time teachers and other professional employees will be based on this scale but will be pro-rated on the basis of the number of days taught per week.
3. All salaries will be based upon satisfactory service. Years of employment increments will not be automatic, but will be granted for satisfactory service only upon the recommendation of the Superintendent, subject to the approval of the Board. Failure in any year to grant an increment does not create any future obligations to restore the increment. In making recommendations, factors considered will include teaching ability, classroom management, participation in: inservice training courses, professional and school improvement programs, community service activities, and general travel. In any year in which there is an upward revision of the salary guide, adjustment to the proper place on the guide may be withheld in whole or in part. Before making any recommendation to the Board to withhold in whole or in part any salary adjustment, the Superintendent shall send the teacher written notice of such intention and give him an opportunity to discuss the reason for such action. Future increases after withholding an adjustment will depend entirely upon the recommendation of the Superintendent and the approval of the Board.

## SCHEDULE B

NURSE'S SALARY GUIDE FOR 1969-70 SCHOOL YEAR

<u>Years of Employment</u>	<u>Non-Degree</u>	<u>B.S., Degree</u>
1	4750	5050
2	5050	5350
3	5350	5650
4	5650	5950
5	5950	6250
6	6250	6550
7	6550	6850
8	6850	7150
9	7150	7450
10	7450	7750
11	7750	8050
12	8050	8350

Other provisions of this guide shall be the same as paragraphs 1, 2, and 3 of the Teachers' Salary Guide, entitled Schedule A.

SCHEDULE C

1                   The yearly contract for the personnel in Unit B,  
2 beginning July 1, 1969, will include the following:

3

4                   1. The work week shall be a forty (40) hour  
5                   week with time and a half payment for all  
6                   hours over forty (40).

7

8                   2. Employees in Unit B shall accrue one (1) day  
9                   per month vacation time with pay from September  
10                  to June. Accrued days vacation must be taken  
11                  during July and August. Only a full month's  
12                  employment shall accrue one (1) day's vacation  
13                  time. Vacation time cannot be accumulated from  
14                  year to year.

15

16                  3. Salaries for the 1969-70 school year shall include  
17                  a \$300 raise per man.

18

19                  Requests for vacation dates must be submitted in  
20 writing to the superintendent prior to June 20 so that they  
21 may be scheduled. Requests for particular dates will be  
22 honored only to the extent that they fit in with the school  
23 program. The maximum vacation time accrued in any one year  
24 shall not exceed ten (10) working days.

## ARTICLE XVIII

PROFESSIONAL IMPROVEMENT

1 A. The Board agrees to pay the full cost of tuition and  
2 other reasonable expenses incurred in connection with any  
3 courses, workshops, seminars, conferences, in-service training  
4 sessions, or other such sessions which a teacher is required,  
5 by the administration, to take. Courses necessary for certifi-  
6 cation would be excluded from this provision.

## ARTICLE XIX

MISCELLANEOUS PROVISIONS

1 A. This Agreement constitutes Board policy for the  
2 term of said Agreement, and the Board shall carry out the  
3 commitments contained herein and give them full force and  
4 effect as Board policy.  
5

6 B. If any provision of this Agreement or any appli-  
7 cation of this Agreement to any employee or group of  
8 employees is held to be contrary to law, then such provision  
9 or application shall not be deemed valid and subsisting,  
10 except to the extent permitted by law, but all other pro-  
11 visions or applications shall continue in full force and effect.  
12

13 C. In the event that any section, sub-section, paragraph  
14 or other direct quotation from the N. J. Statutes Annotated  
15 is improperly quoted through error or omission in all cases  
16 the law shall be controlling.  
17

18 D. Any individual contract between the Board and an  
19 individual teacher, heretofore or hereafter executed, shall  
20 be subject to and consistent with the terms and conditions  
21 of this Agreement. If an individual contract contains any  
22 language inconsistent with this Agreement, this Agreement,  
23 during its duration, shall be controlling.  
24

25 E. The Board and the Association agree that there  
26 shall be no discrimination, and that all practices, procedures,  
27 and policies of the school system shall clearly exemplify that  
28 there is no discrimination in the hiring, training, assignment,  
29 promotion, transfer, or discipline of teachers or in the appli-  
30 cation or administration of this Agreement on the basis of race,  
31 creed, color, religion, national origin, sex, domicile, or  
32 marital status.  
33

34 F. The Board and the Association each agree to pay  
35 one-half (1/2) of the cost for the final printing of this  
36 agreement provided the cost is agreeable to both parties.  
37 If agreement on the cost cannot be reached it will be  
38 mimeographed by the superintendent's office.  
39

40 G. Whenever any notice is required to be given by  
41 either of the parties to this Agreement to the other,  
42 pursuant to the provision(s) of this Agreement, either  
43 party shall do so by letter.

## ARTICLE XX

DURATION OF AGREEMENT

1 A. This Agreement shall be effective as of  
2 July 1, 1969 and shall continue in effect until  
3 June 30, 1970 subject to the Association's right  
4 to negotiate over a successor Agreement as provided in  
5 ARTICLE II. This Agreement shall not be extended orally  
6 and it is expressly understood that it shall expire on the  
7 date indicated.

8

9

10 B. In witness whereof the Association has caused this  
11 Agreement to be signed by its president and secretary and  
12 the Board has caused this Agreement to be signed by its  
13 president, attested by its secretary and its corporate  
14 seal to be placed hereon, all on the day and year first above  
15 written.

16

17

18

DELANCO TEACHERS'  
ASSOCIATION

DELANCO BOARD OF EDUCATION

20

21

22

23

24

25

26

27

By Francis V. Bury  
Its PresidentBy C. H. Bell  
Its PresidentBy M. Jane Pearson  
Its SecretaryBy Harold P. Laiw  
Its Secretary